

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THOMAS K. KURIAN,

Plaintiff,

vs.

SNAPS HOLDING COMPANY,

Defendant,

SNAPS HOLDING COMPANY,

Counterclaimant,

vs.

THOMAS K. KURIAN,

Counter-defendant.

Case No.: 2:19-cv-01757-GMN-EJY

ORDER

Pending before the Court is Plaintiff Thomas Kurian's ("Plaintiff's") Joint Motion for Clarification, (ECF No. 58). This case arises out of an alleged breach of contract between Plaintiff and Defendant SNAPS Holding Company, ("Defendant"), in which Plaintiff leased its wireless radio frequency license, WQCP809, (the "License") to Defendant in exchange for a monthly payment of \$20,390.00. (Compl. ¶ 5, Ex. A to Pet. Removal, ECF No. 1-1).

On September 27, 2021, this Court granted in part and denied in part Plaintiff's Motion for Summary Judgment, (ECF No. 38), and Defendant's Motion for Partial Summary Judgment, (ECF No. 43). (*See* Order Granting in Part and Denying in Part (the "Order"), ECF No. 55). One month later, the parties filed the Joint Motion for Clarification concerning the Court's prior ruling. (*See* Joint Mot. Clarification, ECF No. 58).

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1 The parties seek clarification as to the following issues:

- 2 1. Does the Court's Order (ECF No. 55) resolve the issues of liability in favor of
- 3 Kurian, leaving the only issue of damages of Kurian to be decided?
- 4 2. Because the Court's Order (ECF No. 55) does not address Counts II through VII of
- 5 SNAPS' Counterclaims, are these causes of action to be resolved at trial?

6 (Joint Mot. Clarification at 3). The Court answers the questions together in the below
7 discussion.

8 Defendant, in its Motion for Partial Summary Judgment, only sought judgment as to its
9 first claim: breach of contract. (*See* Mot. Partial Summary Judgment, ECF No. 43).
10 Accordingly, the Court's Order, (ECF No. 55), only addressed one of Defendants' seven
11 counterclaims. (*See* Order 16:8–17:2). In its Counterclaim, Defendant alleges a number of
12 legal claims that were not raised at summary judgment, including: Claim 2: Unjust Enrichment;
13 Counterclaim 3: Fraudulent Misrepresentation Claim 4: Negligent Misrepresentation; Claim 5:
14 Fraudulent Inducement; Counterclaim 6: Breach of Covenant of Good Faith and Fair Dealing;
15 and Claim 7: Tortious Interference with Prospective Economic Advantage. (*See* Am.
16 Counterclaim ¶¶ 34–70, ECF No. 30).

17 Plaintiff's Complaint includes two of these counterclaims: fraudulent misrepresentation
18 and breach of covenant of good faith and fair dealing. (*See* Compl. ¶¶ 10–14, 19–23). Plaintiff,
19 however, did not seek summary judgment for Defendant's remaining counterclaims in his
20 Motion for Summary Judgment since he sought summary judgment for the claims he raised in
21 the Complaint.¹ (*See* Pl.'s Mot. Summ. J. at 6–10, ECF No. 38). Accordingly, the Court

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24 ¹ The Court notes that some confusion may have arisen because Plaintiff's Motion for Summary Judgment, (ECF
25 No. 38), did not explicitly label which claims Plaintiff sought summary judgment. Plaintiff, in its Motion for
Summary Judgment, listed the claims without stating the exact claim number. For example, on page 8, Plaintiff
argued that summary judgment is proper because "Kurian relied upon the representations of SNAPS." (*See* Pl.'s
Mot. Summ. J. at 8). Plaintiff did not explicitly state the cause of action. However, Plaintiff cited the elements
for "fraudulent or intentional misrepresentation." (*Id.* 8:6–14). Thus, the Court construed it as an argument

1 previously granted summary judgment only as to Plaintiff's alleged claims. (Order 12:10–13)
 2 (emphasis added) (granting “summary judgment in favor of Defendant *as to Plaintiff's*
 3 *fraud/misrepresentation claim*”). There are, therefore, remaining causes of action from
 4 Defendant's Counterclaim, even after the Court's Order Granting in Part and Denying in Part
 5 Plaintiff's and Defendant's individual Motions for Summary Judgment. Specifically, the
 6 following Counterclaims remain unresolved in the present case:

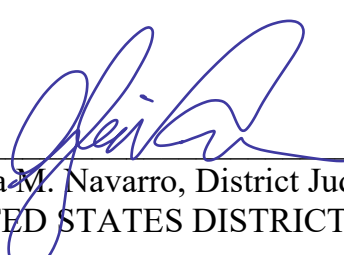
- 7 1. Counterclaim 2: Unjust Enrichment;
- 8 2. Counterclaim 3: Fraudulent Misrepresentation;
- 9 3. Counterclaim 4: Negligent Misrepresentation;
- 10 4. Counterclaim 5: Fraudulent Inducement;
- 11 5. Counterclaim 6: Breach of Covenant of Good Faith and Fair Dealing; and
- 12 6. Counterclaim 7: Tortious Interference with Prospective Economic Advantage.

13 (See Am. Counterclaim at 9–14, ECF No. 30).

14 Accordingly,

15 **IT IS HEREBY ORDERED** that Plaintiff's Joint Motion for Clarification, (ECF No.
 16 58), is **GRANTED**. The parties are further ordered to file a Proposed Joint Pretrial Order by
 17 September 9, 2022.

18 **DATED** this 23 day of August, 2022.

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 23 Gloria M. Navarro, District Judge
 24 UNITED STATES DISTRICT COURT
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 27 concerning fraud/misrepresentation, which was Plaintiff's second claim in its Complaint. The other claims—
 28 breach of contract, breach of covenant of good faith and fair dealing, declaratory relief, and injunctive relief—
 29 track Plaintiff's claims raised in its Complaint. (See Compl., ECF No. 1); (see also Pl.'s Mot. Summ. J., ECF No.
 30 38).